

**SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN AND WESLEYAN UNIVERSITY**

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for the clinical training for public health nursing students, and Nebraska Wesleyan University Department of Nursing (PROGRAM PROVIDER), a corporation of the state of Nebraska, with a place of business at 50th & St. Paul Avenue, Lincoln NE 68504, and phone (402) 466-2371.

The clinical training for public health nursing students is a cooperative effort to provide field and clinical experience in community health nursing and/or the City's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program for students enrolled at the Program. For the purposes of this Agreement, clinical training of students shall be called the Program.

II. SERVICES.

The Program Provider and City enter this Agreement for the Program Provider to:

1. Provide qualified faculty who will assume full responsibility for instruction and supervision of students. The Program Provider faculty will be responsible for selecting learning experiences according to a plan worked out and agreed upon by both parties.
2. Be responsible to the City for the care of clients selected for students during their field and clinical experience. The student shall be directly responsible to the Program Provider faculty, who shall, in turn, be responsible to the City for the care of the clients.
3. Assume responsibility for the health and welfare of its students and faculty.
4. Provide nursing bags including necessary equipment for students and faculty.
5. Provide for their own transportation during their field and clinical experience.
6. Work with the City to negotiate the number of students that can be accommodated by the City. The number of students will be mutually agreed upon before the field and clinical experience begins.
7. Understand that the field and clinical experience will not interfere with the City's primary mission for the care and treatment of clients and that such training will only occur when the City has adequate time, space, clients, or staff available.
8. Become oriented on City policies, regulations, and procedures prior to start of field and clinical experience, and comply with such during the life of this Agreement.

The Program Provider and City enter into this Agreement for the City to:

1. Provide field/clinical training in the following program areas: Maternal-Child Health Services, Healthy Homes and WIC.
2. Provide facilities and clinical resources needed for student observation, instruction, and experience including, but not limited to, office space, conference rooms, library, record forms, and district maps.
3. Provide orientation to students and faculty on City policies, regulations, procedures.
4. Work with the Program Provider to negotiate the number of students that can be accommodated. The number of students will be mutually agreed upon before field and clinical experience begins.

In addition, the Program Provider and City mutually agree as follows:

1. To determine the field and clinical academic aspects through mutual planning and agreement between the Program Provider and the City.

III. TERM.

The term of this Agreement shall be from January 1, 2011 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2014.

IV. COMPENSATION.

There shall be no additional compensation beyond the exchange of Services by City and Program Provider.

V. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party 30 days written notice.

VI. TERMINATION FOR CONVENIENCE.

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Program Provider with 30 days written notice of the termination.

VII. TERMINATION FOR LACK OF FUNDING.

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to City.

VIII. DUTIES GENERALLY.

The Program Provider agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers= compensation, sick leave, or injury leave.

X. INSURANCE.

- A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider=s employees, students, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000.
- B. Program Provider shall maintain as its own expense during the life of this Agreement, the following:
1. Professional liability insurance or self insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering the Program Provider, its employees and medical residents or students for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation or treatment; and
 2. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering the Program Provider, its employees or students for claims not falling under the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.
- C. The following shall be provided and attached to this Agreement by the Program Provider:
1. Copies of valid Nebraska nursing licenses for all clinical instructors responsible for students at the City site; and
 2. Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance; and
 3. Proof of Workers= Compensation Insurance, where appropriate.

- D. Program Provider is required to provide the City with thirty (30) day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XI. INDEMNIFICATION.

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney=s fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XII. AUDIT PROVISION.

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XIII. FAIR EMPLOYMENT.

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person=s race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* ' 48-1122, as amended.

XIV. FAIR LABOR STANDARDS.

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVIII. TRADE PRACTICES WARRANTY.

The Program Provider warrants to City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in the Program Provider=s trade in general and that the Program Provider=s services shall conform to the requirements of this Agreement.

XIX. PRIVACY

The City is not a Covered entity@ for purposes of HIPAA, however, the Program Provider agrees that it will treat patient information in a manner consistent with HIPAA=s requirements for Protected Health Information (PHI). Specifically, the Program Provider agrees that it shall:

- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions;
- D. Report any improper use or disclosure of patient information immediately to the City.

XX. HEALTH & IMMUNIZATION STATUS.

The Program Provider shall provide a written documentation to the City that each student participating in the Program meet the City=s standards regarding health and immunization status. The documentation shall guarantee to the City that each student has received at least mumps, measles, rubella, and tetanus immunizations. The documentation shall also include the students= TB screening, Varicella immune status, and if the student has received a Hepatitis vaccination or a copy of the student=s refusal. If a student refuses to allow the Program Provider to distribute the student=s health information, the City shall decide if the student will be allowed to participate in the Program.

The Program Provider shall further offer to each student information regarding the Hepatitis B Vaccine and the opportunity to voluntarily obtain the Hepatitis B Vaccine prior to commencing clinical education experiences.

XXI. ELIGIBILITY TO WORK.

Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev .Stat. §4-108 to §4-114 as amended.

XXII. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or

Approved Terms as of 04/01/08

she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.



Clark Chandler, Vice President
For Administration
Nebraska Wesleyan University
Lincoln, Nebraska 68504

Chris Beutler.
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68505

10-18-2010

Date of Signature

Date of Execution



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-312-648-0914
College Risk Retention Group, Inc.
100 Bank Street
Suite 610
Burlington, VT 05401

CONTACT
NAME:
PHONE
(A/C, No, Ext): FAX
(A/C, No):
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID #:

INSURED
Nebraska Wesleyan University
5000 Saint Paul
Lincoln, NE 68504

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	COLLEGE RRG INC	13613
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17134267

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL090110	09/01/10	09/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of General Liability maintained by Nebraska Wesleyan University Department of Nursing for: Its activities and operations during the policy term; Faculty and Students in practicum while participating within the scope of their curriculum requirements and assignments with Lincoln/Lancaster County Health Department. Lincoln/Lancaster County Health Department and The City of Lincoln (NE) are included as Additional Insured under the General Liability policy as required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

Lincoln - Lancaster County Health Dept.

ATTN: Andrea Mason CHS Div. Manager
3140 N St.

Lincoln, NE 68510

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas F. R.

esthercrrg
ACORD 25 (2009/09)
17134267

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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lexington Insurance Company (A. M. Best Rating AXV) supports College Risk Retention Group, Inc. as the reinsurer. Lexington Insurance Company is also the underwriter for the excess liability coverage over College Risk Retention Group, Inc.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. The following is the contact information:

Ms. Dena Robertson
Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Dr. Suite 1000
Chicago, IL 60606
E-mail: drobertson@eiia.org
(312) 648-0914 X: 212

State of Nebraska

Department of Health and Human Services
Division of Public Health

License Type: Registered Nurse

Multi-State

License No. 32224

Status: Active

Rita Crawford McGuire
980 Buck Road
Corland NE 68331

Expires: 10/31/2012

Will St. West
Administrator, Licensure Unit

Rita Crawford McGuire
Signature